

REMARKS:

Claims 1-3 are presented for examination. Claim 1 has been amended hereby. Claim 3 is new.

Reconsideration is respectfully requested of the rejection of claims 1 and 2 under 35 U.S.C. 112, second paragraph.

In order to expedite prosecution of the application, the “entry by the first issuer” and “entry by the second issuer” terminology has been removed from the claims.

In addition, the term “selected from the group including” has been amended to “selected from the group consisting of”.

Therefore, it is respectfully submitted that the rejection of claims 1 and 2 under 35 U.S.C. 112, second paragraph, has been overcome.

Reconsideration is respectfully requested of the rejection of claims 1 and 2 under 35 U.S.C. 103(a) as allegedly being unpatentable over U.S. Patent Publication 2002/0143687, hereinafter “Bahar”.

It is respectfully submitted that applicant does not necessarily concur with the Examiner in regard to the Examiner’s analysis of the claims and the Bahar disclosure.

Nevertheless, in order to expedite prosecution of the application, independent claim 1 (the sole pending independent claim) has been amended hereby to recite, *inter alia*, the following:

- “inputting into a computer data regarding a first multi-jurisdictional program contract entered into between the first issuer acting as a debtor and at least one multi-jurisdictional program contract counterparty for the sale of at least one note issued by the first issuer...” (emphasis added)
- “inputting into a computer data regarding a second multi-jurisdictional program contract entered into between the second issuer acting as a debtor and at least one multi-jurisdictional program contract counterparty for the sale of at least one note issued by the second issuer ...” (emphasis added)

As seen from the above, each multi-jurisdictional program contract is entered into between an issuer acting as a debtor and at least one multi-jurisdictional program contract

counterparty for the sale of at least one note issued by the issuer (that is, each note sold has been issued by an issuer acting as a debtor that is itself one party to the respective multi-jurisdictional program contract).

It is respectfully submitted that this feature directed to each note sold having been issued by an issuer acting as a debtor that is itself one party to the respective multi-jurisdictional program contract is not taught, shown or even suggested by the Bahar reference.

In fact, it is respectfully submitted that Bahar actually teaches away from this feature directed to each note sold having been issued by an issuer acting as a debtor that is itself one party to the respective multi-jurisdictional program contract.

That Bahar (which relates to a method and system for auctioning bad debts utilizing an assorting arrangement based on the geographic location where jurisdiction is present over the debtor) actually teaches away from this claimed feature directed to each note sold having been issued by an issuer acting as a debtor that is itself one party to the respective multi-jurisdictional program contract is made clear by Bahar himself, where he states, for example, in the BRIEF SUMMARY OF THE INVENTION the following:

The present invention is for a method and system for auctioning bad debts utilizing an assorting arrangement based on the geographic location where jurisdiction is present over the debtor. The method and system establishes an online auction forum on a remote host system which is connected to a communications network and utilizes hardware and software means. The online auction software may be configured to run multiple, concurrent, and distinct auction sessions on the remote host system, and has database modules and at least one designated location bidding site. ...Through this method and system, it is expected that creditors may collect on bad debts owed to them by being able to easily and more effectively, locate buyers who are situated in a territorial district that has jurisdiction over the debtor. (Paragraph 0010) (emphasis added)

Similarly, Bahar himself states, for example, in the DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENTS the following:

As noted in the background discussion, the geographic location where jurisdiction is present over the debtor is a key factor in selling a bad debt to a third party purchaser. To this effect, the method 100 functions to drastically increase the potential buyers for bad debts by making the bad debts readily available to clients located in or near the geographic location(s) that have jurisdiction over the debtor. This may be accomplished by classifying a bad debt in a location bidding site

database that is associated with a territory location which has jurisdiction over the respective debtor. As a result, creditors will be able to sell their bad debts much more quickly, efficiently, and without the expense and burdens typically associated with collection efforts. Thus, the method 100 provides an online environment from which potential clients can bid for a bad debt and, if successful in purchasing it, undertake collection efforts themselves. (Paragraph 0018) (emphasis added)

As seen from the above, in Bahar it is the creditors who use the method and system to sell bad debts.

Thus, since in Bahar it is the creditors who use the method and system to sell bad debts, it is respectfully submitted that this reference actually teaches away from the claimed feature directed to each note sold having been issued by an issuer acting as a debtor that is itself one party to the respective multi-jurisdictional program contract.

Therefore, it is respectfully submitted that the rejection of claims 1 and 2 under 35 U.S.C. 103(a) as allegedly being unpatentable over Bahar has been overcome.

Reconsideration is respectfully requested of the rejection of claims 1 and 2 under 35 U.S.C. 101 as allegedly claiming the same invention as that of claims 1 and 2 of copending application no. 11/175,501.

An Amendment is being filed in copending application no. 11/175,501 concurrently with the filing of this Amendment.

The Amendment being filed in copending application no. 11/175,501 amends those claims to recite additional subject matter.

Therefore, it is respectfully submitted that the rejection of claims 1 and 2 under 35 U.S.C. 101 as allegedly claiming the same invention as that of claims 1 and 2 of copending application no. 11/175,501 has been overcome.

Finally, it is noted that this Amendment is fully supported by the originally filed application and thus, no new matter has been added. For this reason, the Amendment should be entered.

For example, support for the amendment to claim 1 regarding the various steps of inputting into a computer may be found in claim 1, as filed; at page 1, line 23 to page 2, line 8; and at page 2, lines 12-25.

Further, support for the amendment to claim 1 regarding a first issuer bound by regulations of a first jurisdiction and second issuer bound by regulations of a second jurisdiction,

wherein the first jurisdiction and the second jurisdiction are distinct from one another may be found, for example, in claim 1, as filed; at page 1, lines 5-9; and at page 1, lines 23-27.

Further still, support for the amendment to claim 1 regarding each issuer acting as a debtor may be found, for example, in claim 1, as filed; at page 5 (indicating at the second-to-last paragraph that “The Notes are obligations of the Issuer alone...”); at page 127 (Showing on a “Form of Permanent Global Note” the COMPANY as “Issuer” and in paragraph 5 of that page describing the Issuer’s promise to pay); at page 136 (Showing on a “Form of Bearer Note” the COMPANY as “Issuer” and in paragraph 2 of that page describing the Issuer’s promise to pay).

Further still, support for the amendment to claim 1 regarding the sale of at least one note issued by each issuer may be found, for example, in claim 1, as filed; at page 1, lines 5-9; and at page 1, lines 23-27.

Further support for new claim 3 regarding the steps being carried out in the order recited may be found, for example, at page 2, lines 25-26.

Favorable reconsideration is earnestly solicited.

Respectfully submitted,
GREENBERG TRAURIG, LLP

Dated: April 7, 2008

By: /Matthew B. Tropper/
Matthew B. Tropper
Registration No. 37,457

Mailing Address:
GREENBERG TRAURIG, LLP
MetLife Building
200 Park Avenue
New York, NY 10166
Telephone: (212) 801-2100
Facsimile: (212) 801-6400